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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

JUL 21 2022

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Counsel for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNADINO
UNLIMITED CIVIL JURISDICTION**

BRIAN QUINLAN, on behalf of himself and
all those similarly situated,

Plaintiff,

v.

SALESFORCE, INC.,

Defendant.

Case No.

CIV SB 22 15821

**COMPLAINT FOR CIVIL PENALTIES
PURSUANT TO PRIVATE ATTORNEYS
GENERAL ACT, LABOR CODE § 2698
ET SEQ.;**

1 Plaintiff Brian Quinlan, in his capacity as an Aggrieved Employee under the Private Attorneys
2 General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”), allege as follows:

3 **SUMMARY OF CLAIMS**

4 1. Plaintiff is an individual who worked as an Account Executive (“AE”) for Salesforce, Inc.
5 (formerly known as salesforce.com, inc.) (“Salesforce”). Plaintiff brings this PAGA action on behalf of
6 himself and other Aggrieved Employees of Salesforce, as set forth below.

7 2. Plaintiff alleges that Salesforce has violated and continues to violate the California Labor
8 Code protections applicable to AEs because Salesforce classifies AEs as non-exempt employees but fails
9 to pay them all overtime compensation to which they are entitled.

10 3. Plaintiff alleges Salesforce fails to ensure AEs are permitted to take required, uninterrupted
11 meal and rest breaks, and otherwise pay AEs proper meal and rest break penalties when they do not receive
12 the meal and rest breaks to which they are entitled by law.

13 4. Plaintiff alleges that Salesforce has violated and continues to violate the California Labor
14 Code protections applicable to AEs because Salesforce fails to reimburse them for reasonable and
15 necessary business expenses.

16 5. Plaintiff brings his claims under PAGA on behalf of all AEs in California who worked
17 from August 9, 2020 through the date of the final disposition of this action (“Aggrieved Employees”).

18 **JURISDICTION AND VENUE**

19 6. The Court has jurisdiction over Plaintiff’s claims under the California Labor Code.

20 7. The Court has personal jurisdiction over this matter because Salesforce conducts
21 substantial business activity in this state and is engaged in the unlawful acts described herein in this state.

22 8. Venue is proper in this county under California Code of Civil Procedure § 395.5 because
23 a substantial part of the events and omissions giving rise to the claims alleged herein occurred in this
24 county.

25 9. Notice of Plaintiff’s claims on behalf of Aggrieved Employees was provided to the
26 California Labor & Workforce Development Agency (“LWDA”) and to Salesforce on May 16, 2022. The
27 LWDA has not taken any action with regard to the claims, including providing notice of an intent to pursue
28 the claims.

1 **THE PARTIES**

2 10. Salesforce is a Delaware corporation with its corporate headquarters and primary place of
3 business in San Francisco, California.

4 11. Plaintiff is a resident of Santa Ana, California. Quinlan worked as an AE from
5 approximately July 2016 to September 2020 in Southern California.

6 **FACTUAL BACKGROUND**

7 **A. AEs – Failure to Pay Overtime, Provide Compliant Meal and Rest Breaks, Provide**
8 **Accurate Wage Statements, and Pay Timely Wages at Separation**

9 12. Salesforce classifies AEs as non-exempt employees, eligible to receive overtime pay.
10 Salesforce caps the number of overtime hours AEs are permitted to record each day/week.

11 13. Although AEs regularly spend a significant amount of time beyond 40 hours per week
12 and/or eight hours per day completing their required duties, Salesforce does not pay them for all overtime
13 hours worked. Rather, Salesforce requires or otherwise pressures AEs to only record up to the permitted
14 cap of overtime hours, regardless of how many overtime hours AEs actually work.

15 14. Plaintiff and similarly situated AEs regularly worked over 40 hours per week and/or over
16 eight hours per day during their employment as AEs and were not paid overtime compensation for all
17 overtime hours that they worked.

18 15. In addition, Salesforce has common, company-wide policies and/or practices of failing to
19 relieve AEs of all duties so that they may take the meal and rest periods to which they are entitled by law.

20 16. As a matter of common, company-wide policy and/or practice, Salesforce also fails to
21 ensure that it pays AEs proper meal and rest break penalties when they do not receive the meal and rest
22 breaks to which they are entitled by law.

23 17. Salesforce provided Plaintiff and other AEs with inaccurate wage statements, in violation
24 of Labor Code § 226(a), because the statements failed to reflect all the hours Plaintiff and other AEs
25 worked and their accurate gross and net wages.

26 18. Because AEs, including Plaintiff, were owed overtime during their employment and at the
27 time of their separation, Salesforce violated Labor Code § 204 for failing to timely pay AEs their full
28 wages during their employment, and §§ 201 and 202 for failing to timely pay wages due to them upon

1 separation.

2 **B. AEs – Failure to Reimburse for Necessary Business Expenses, Provide Accurate**
3 **Wage Statements, and Pay Timely Wages During Employment and at Separation.**

4 19. **Expense Reimbursement.** AEs incur necessary and reasonable business expenses
5 including, but not limited to, home internet expenses.

6 20. Salesforce's expense reimbursement policy does not reimburse AEs for these out-of-pocket
7 expenses and explicitly prohibits such reimbursement.

8 21. Salesforce's policies and practices violate Labor Code § 2802, which requires every
9 California employer to indemnify its employees for all reasonable and necessary expenditures or losses
10 incurred by the employees in direct consequence of the discharge of his or her duties, or of his or her
11 obedience to the directions of the employer.

12 22. **Inaccurate Wage Statements.** Salesforce provided Plaintiff and AEs wage statements
13 that did not separate out from their commissions amounts used to cover business expenses, in violation of
14 Labor Code § 226(a). Further, the statements did not accurately reflect AEs' total gross and net wages.

15 23. **Late Payment During Employment.** Because Plaintiff and AEs were owed, and did not
16 receive, expense reimbursement in their paychecks, Salesforce violated Labor Code § 204 by failing to
17 pay these employees timely wages during employment.

18 24. **Waiting Time Penalties.** Because AEs who were terminated from or resigned from
19 Salesforce were owed expense reimbursements at the time of their separation, Salesforce violated Labor
20 Code §§ 201, 202 for failing to pay employees timely wages upon separation.

21 **CLAIM FOR RELIEF**

22 **Violation of the Private Attorneys General Act (California Labor Code § 2698 *et seq.*)**

23 25. Plaintiff, on behalf of himself and all Aggrieved Employees, reallege and incorporate by
24 reference all other paragraphs as if they were set forth again herein.

25 26. Plaintiff is an Aggrieved Employee under PAGA, as he was employed by Salesforce during
26 the applicable statutory period and suffered one or more of the Labor Code violations set forth herein.
27 Accordingly, he seeks to recover on behalf of himself and all other current and former Aggrieved
28

1 Employees of Salesforce, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

2 27. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor Code
3 provisions:

4 A. Failure to pay overtime wages in violation of Labor Code §§ 510, 558, 558.1 1194,
5 1194.2, 1197, 1197.1 and 1198;

6 B. Failure to provide compliant meal and rest periods in violation of California Labor
7 Code §§ 218.5, 226.7, 512, 1198, and IWC Order No. 4-2001;

8 C. Failure to provide itemized wage statements in violation of Labor Code §§ 226(a),
9 226.3, 1174, and 1174.5;

10 D. Failure to reimburse for all reasonably necessary expenditures and losses incurred
11 by AEs in direct consequence of the discharge of their duties, in violation of Labor Code § 2802;

12 E. Failure to provide prompt payment of wages upon termination and resignation in
13 violation of Labor Code §§ 201, 202, 203; and,

14 F. Failure to timely pay all wages twice during each calendar month on days
15 designated in advance by the employer as the regular paydays in violation of Labor Code §§ 204, 210.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees, prays for
18 the following relief:

19 A. Civil penalties pursuant to PAGA;

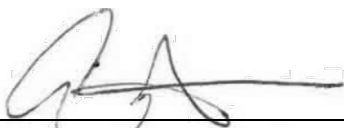
20 B. Attorneys' fees pursuant to Labor Code § 2699(g)(1) and all other bases for fees in the
21 Labor Code;

22 C. Costs of suit, including expert fees and costs; and

23 D. Such other and further relief as the Court deems just and proper.
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1 Dated: July 21, 2022

Respectfully submitted,

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4 By: 
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